

WHEN RECORDED MAIL TO:

SEND TAX STATEMENT TO:

UMP 44

QUITCLAIM DEED

THIS DEED, made this _____ day of _____, between the **UNITED STATES OF AMERICA**, acting by and through the Forest Service, United States Department of Agriculture, hereinafter called "**Grantor**," and _____, hereinafter called "**Grantee**."

WITNESSETH: The Grantor, as authorized by the Forest Service Facility Realignment and Enhancement Act of 2005 (Title V, P.L. 109-54) the provisions of which have been met, has determined that the conveyance is in the public interest.

NOW THEREFORE, the Grantor, for and in consideration of _____ **THOUSAND DOLLARS and 00/00 DOLLARS (\$00.00)** receipt whereof is hereby duly acknowledged, does hereby remise, release, and quitclaim unto the Grantee, its successors and assigns, all its right, title, interest, and claim in and to the real property situated in the County of Lane, State of Oregon, described as follows:

Willamette Meridian

T. 26 S., R. 03 W.
SE $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 19

A parcel of land located in the Northeast one-quarter (NE 1/4) of Section 19, T.26S., R.3W., W.M., Douglas County, Oregon, being a portion of Lot 13, Lot 14, and Lot 15, Block 2, GLIDE PLAT C a subdivision recorded in Volume 10, Page 36 of the Subdivision Records of Douglas County, Oregon and being described as follows:

Beginning at a 5/8" iron rod from which a 1/2" iron pipe at the Northeast corner of said Lot 13 bears N.89°43'34"E., 110.00 feet and N.0°15'57"W., 152.56 feet ; thence N.0°15'57"W., 80.00 feet to a 5/8" iron rod; thence S.89°43'34"W., 110.00 feet to a 5/8" iron rod; thence S.89°43'34"W., 147.39 feet to a point on the West Line of said Lot 13; thence

S.17°56'49"E. along the West Line of said Lots 13, 14, and 15, 157.43 feet to a point on the West Line of said Lot 15; thence N.89°43'34"E. leaving said West Line, 109.57 feet to a 5/8" iron rod; thence N.89°43'34"E., 100.00 feet to a 5/8" iron rod; thence N.0°15'57"W., 70.00 feet to the point of beginning and containing 0.80 acres more or less.

SUBJECT TO:

A. An easement granted by Carl V. Trued to Frances Manning as recorded in Volume 131, page 570, Deed Records.

B. Restrictions contained in deed recorded August 15, 1949, in Book 170, Page 486, of Deed Records.

C. CERCLA Notice and Covenant Regarding hazardous Substances: The notice and covenants contained in this Clause C are required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9620(h). The **GRANTOR** has furnished the **GRANTEE** with a Hazardous Substance Report on the property described herein. With the exception of Grantees' (including Grantees' successor(s) and assign(s)) obligations set forth in paragraph D, below, **GRANTOR** warrants that it shall take any additional response action found necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

This covenant shall not apply in any case in which **GRANTEE**, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR** to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **GRANTEE**, its successor(s) or assigns(s), or any party in possession after the date of this conveyance that either:

- i. results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**
- ii. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

In the event **GRANTEE**, its successor(s) or assign(s), seeks to have **GRANTOR** conduct or pay for any additional response action, and, as a condition precedent to **GRANTOR** incurring any additional cleanup obligation or related expenses, the **GRANTEE**, its successor(s) or assign(s), shall provide **GRANTOR** at least 45 days written notice of such a claim and provide credible evidence that the associated contamination existed prior to the date of this conveyance; and the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **GRANTEE**, its successor(s) or assigns(s), or any party in possession.

GRANTOR reserves the right of access to all portions of the Property for environmental

investigation, remediation removal or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **GRANTOR**. These rights shall be exercisable in any case in which a remedial action, removal or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carryout a remedial action, removal action, or corrective action on adjoining property.

Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contactors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out corrective, remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities or actions, shall be coordinated with the record title owner and shall be preformed in a manner that minimizes the interruption with activities of authorized occupants.

The above covenants by the **GRANTOR** shall be construed as running with the land, and may be enforced by the **GRANTEE** or the **GRANTEE'S** successor(s) in title in a court of competent jurisdiction.

D. The **GRANTEE**, its successor(s) and assign(s) hereby agree to comply with any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing building material associated with the property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint and asbestos-containing building material. Accordingly, the **GRANTEE**, its successor(s) or assign(s) hereby agree to indemnify, release, defend, and hold harmless the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws, with respect to any lead-based paint and/or asbestos-containing building material associated with the property. This covenant to indemnify, release, defend, and hold harmless the United States shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by the United States in a court of competent jurisdiction.

BY MY SIGNATURE I agree to be bound by the requirements of Clause D and E above.

By _____

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

ACKNOWLEDGMENT

STATE OF _____)
)ss.
 County of _____)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known/proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above-written.

 Signature
 Name (Printed) _____
 Notary Public for the State of _____
 Residing at _____
 My Commission Expires _____

ACKNOWLEDGMENT

IN WITNESS WHEREOF, the **GRANTOR**, by its duly authorized representative has executed this deed pursuant to the delegation of authority promulgated in Title 7, CFR 2.60, and 49 F.R. 34283, effective August 29, 1984, on the day and year first above written.

UNITED STATES OF AMERICA

CLAIRE LAVENDEL
Director, Recreation, Lands and Mineral Resources
Pacific Northwest Region
USDA Forest Service

ACKNOWLEDGMENT

STATE OF OREGON)
)ss.
County of Multnomah)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Claire Lavendel, Director, Recreation, Lands, and Mineral Resources, Pacific Northwest Region, Forest Service, Department of Agriculture, the same person who executed the within and foregoing instrument, who, being by me duly sworn according to law, did say that she is the Director, Recreation, Lands, and Mineral Resources, of the Pacific Northwest Region and that said instrument was executed on behalf of the United States of America by its authority duly given and by her delivered as and for its act and deed. And she did further acknowledge that she executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above-written.

Signature
Name (Printed) _____
Notary Public for the State of _____
Residing at _____
My Commission Expires _____